

**Certificate of Notice Page 1 of 4**  
 United States Bankruptcy Court  
 Eastern District of Pennsylvania

In re:  
 Nouredine Chakar  
 Debtor

Case No. 15-13417-mdc  
 Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0313-2

User: John  
 Form ID: pdf900

Page 1 of 1  
 Total Noticed: 7

Date Rcvd: Sep 04, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 06, 2019.

db	+Nouredine Chakar, 7903 Arlington Avenue, Upper Darby, PA 19082-2803
13970633	+PNC Bank, National Association, c/o JOHN ERIC KISHBAUGH, Udren Law Offices PC, 111 Woodcrest Road, Cherry Hill, NJ 08003-3620
13610405	+PNC Bank, National Association, c/o Kevin G. McDonald, Esquire, KML Law Group, P.C., 701 Market Street, Suite 5000, Phila., PA 19106-1541
13528513	+PNC Mortgage, 3232 Newmark Drive, Miamisburg, OH 45342-5433

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

smg	E-mail/Text: megan.harper@phila.gov Sep 05 2019 03:04:53	City of Philadelphia,
	City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept,	1515 Arch Street 15th Floor,
	Philadelphia, PA 19102-1595	
smg	E-mail/Text: RVSVCBICNOTICE1@state.pa.us Sep 05 2019 03:04:29	
	Pennsylvania Department of Revenue, Bankruptcy Division,	P.O. Box 280946,
	Harrisburg, PA 17128-0946	
smg	+E-mail/Text: usapae.bankruptcynotices@usdoj.gov Sep 05 2019 03:04:46	U.S. Attorney Office,
	c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street,	Philadelphia, PA 19106-4404
		TOTAL: 3

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Sep 06, 2019

Signature: /s/Joseph Speetjens

**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 4, 2019 at the address(es) listed below:

DAVID B. SPITOFSKY	on behalf of Debtor Nouredine Chakar	spitofskybk@verizon.net,
		spitofskylaw@verizon.net
JOHN ERIC KISHBAUGH	on behalf of Creditor	PNC Bank, National Association jkishbaugh@udren.com,
		vbarber@udren.com
KEVIN G. MCDONALD	on behalf of Creditor	PNC BANK NATIONAL ASSOCIATION bkgroup@kmlawgroup.com
SHERRI J. SMITH	on behalf of Creditor	PNC Bank, National Association
		sherri.braunstein@phelanhallinan.com, pa.bkecf@fedphe.com
United States Trustee	USTPRegion03.PH.ECF@usdoj.gov	
WILLIAM C. MILLER	on behalf of Trustee WILLIAM C. MILLER, Esq.	ecfemails@ph13trustee.com,
		philaecf@gmail.com
WILLIAM C. MILLER, Esq.	ecfemails@ph13trustee.com,	philaecf@gmail.com

TOTAL: 7

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Noureddine Chakar		CHAPTER 13
	<u>Debtor</u>	
PNC BANK NATIONAL ASSOCIATION		
	<u>Movant</u>	
vs.		NO. 15-13417 MDC
Noureddine Chakar		
	<u>Debtor</u>	
William C. Miller Esq.		11 U.S.C. Section 362
	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$2,851.67**, which breaks down as follows;

Post-Petition Payments:	June 2019 to August 2019 at \$964.54/month
Suspense Balance:	\$41.95
<b>Total Post-Petition Arrears</b>	<b>\$2,851.67</b>

2. The Debtor(s) shall cure said arrearages in the following manner;

a). On or before August 31, 2019, the Debtor shall make a down payment in the amount of **\$2,000.00**;

a). Beginning on September 1, 2019 and continuing through February 1, 2019, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$964.54** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of **\$141.95 from September 2019 to January 2020 and \$141.92 for February 2020** towards the arrearages on or before the last day of each month at the address below;

PNC MORTGAGE, A DIVISION OF PNC BANK NATIONAL ASSOCIATION  
3232 NEWMARK DRIVE  
MIAMISBURG, OH 45342

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

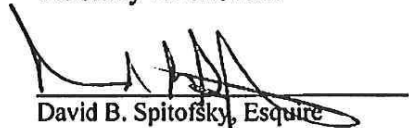
9. The parties agree that a facsimile signature shall be considered an original signature.

Date: August 14, 2019

Date: 8/28/19

Date: 8/30/19

By: /s/ Kevin G. McDonald, Esquire  
Attorney for Movant

  
David B. Spitofsky, Esquire  
Attorney for Debtor

**NO OBJECTION**

  
William C. Miller, Esquire  
Chapter 13 Trustee

Approved by the Court this 4th day of September, 2019. However, the court  
retains discretion regarding entry of any further order.



Chief U.S. **Bankruptcy Judge**  
**Magdeline D. Coleman**